

## STATEMENT OF WORK

### Histology Automation Staining Systems

1. **GENERAL:** The Contractor shall provide the Name Brand or equivalent Special Stainer, Immunohistochemistry (IHC), In Situ Hybridization (ISH) and Hematoxylin and Eosin (H&E) Staining System at NF/SG Veterans Health System as outlined below. All work is to be performed in accordance with the guidelines established by Federal, State and local ordinances, with the FDA and manufacturer's guidelines, and with all terms, conditions, provisions, schedules and specifications provided herein.
2. **SCOPE:** The NF/SG Veterans Health System anticipates the award of a firm, fixed-price contract from this Request for Quotes (RFQ) using commercial item procedures. The NF/SG Veterans Health System plans a Reagent Usage contract for use of the instrument (lease), supplies, installation, training, and service of the equipment (for life of agreement) as identified below.
3. **TERM OF CONTRACT:** The contract term is for 12 months with four options of 12 months each beginning upon signature of the contract. The NF/SG Veterans Health System will issue a delivery order only for the current fiscal year. The VA's obligation under this contract shall terminate at the end of each fiscal year. NF/SG Veterans Health System may renew by issuing a renewal delivery order that shall be effective on the first day of each succeeding fiscal year.
4. **COST-PER-TEST:** The contractor is required to furnish NF/SG Veterans Health System, as listed in paragraph 7, the laboratory instrument(s) system(s), reagents to include detection kits for immunohistochemistry (IHC) and for probes/*in situ*, hybridization (ISH) and reagents for Hematoxylin and Eosin (H&E). Choice of detection kit will be determined based on tests performed simple stains and complex stains as applicable (unless stains excluded below)\* necessary to operate the contractor's equipment, hardware and software upgrades, training for personnel and equipment maintenance necessary to fulfill the test requirements. The NF/SG facility will select the equipment and associated package tailored to its requirements and only will pay for the test assays run on the contractor's equipment (payment rate is at an established average "cost-per test" figure).

The per-test price includes costs covering (a) equipment use, (b) detection kits, simple stains and complex stains, (c) all necessary maintenance to keep the equipment in good operating condition, (d) operational hardware and software upgrades, (e) user training for government personnel, (f) Business hours service for instrument operation. Contractor is required to provide delivery and installation of equipment at no additional charge, and return shipping costs at end of contract.

#### REAGENT PRICING:

If the total amount of annual volume purchased by NF/SG during the first annual term of the contract is less than the total annual volume committed, the contractor has the option to adjust prices to reflect actual purchased product. If the committed annual volumes are exceeded, then the VA is eligible to the additional price discount for the next annual term. See Addendum A- Request for Pricing schedule

#### EQUIPMENT:

The purpose of this solicitation is to identify the salient characteristics of the NAME BRAND OR EQUIVALENT IHC/ISH Staining System, Special Stainer and (H&E), and specify functionality and performance-based requirements of this system. The proposal shall provide descriptive literature that meets the following specifications:

#### Required Characteristics/ Functionality and Performance Specifications for Special Stainer:

All the following Special Stains must be fully automated and available at the time of bid: AFB III, Alcian Blue, Alcian Yellow, Congo Red, Elastic, Giemsa, GMS Fungus, GMS Pneumocystis, Iron, Jones Methenamine Silver H & E, Jones Methenamine Silver Lt. Green, Mucicarmine, PAS lt. green, PAS diastase, PAS Alcian blue, Reticulum, Steiner, Trichrome Blue and Trichrome Green.

General instrument characteristics include special stains processing, slide carousel holds 1-20 slides for 25 x 75mm, 1 x 3" or 26 x 76mm superfrost plus, 25 reagent positions, uses NCCLS type II water or equivalent, two bulk fluid containers, bench mounted with 20 liter waste bottle, CSA, CE and Y2K compliant.

Physical characteristics include NTE 40 lbs, and 16"x 20"x13.5" (SM) and 13.5"x14.5"x13.5" (BFM)

Electrical characteristics 120 VAC plus or minus 10%, 8 amps, 60 Hz.

Computer system (CPU, Monitor, Keyboard, Printer, Speakers), Ebar label system, software revision upgrade.

Must have at least 20 slides spaces

The systems should be modular flexible with ability to reconfigure modules, and scalable to allow for volume increase in throughput and fit in limited bench space

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#### Required Characteristics/Functionality and Performance Specifications for Immunohistochemical Stainer:

General instrument characteristics include automated IHC, ISH, FITC, baking, deparaffinization, cell conditioning and staining, 1-20 slides with independent temperature control for 25 X 75mm, 1 x 3: or 26 x 76 mm, 25 reagent position in carousel, uses NCCLS Type II water, up to seven bulk reagents, floor mounted using 20 liter waste bottle, CE and Y2K compliant.

Physical characteristic include NTE 55 lbs., and 16"x21.5"x13.5"(SM), 20"x21.5"x15"(AFM), and 20"x21.5"x20.5" (BCM).

Electrical characteristics 120 VAC plus or minus 10%, 4/2amps, 50/60 Hz.

Computer system (CPU, Monitor, Keyboard, Printer, Speakers), Ebar label system, and software revision upgrade.

The systems should be barcode driven, random access, have a precision reagent delivery, precision heat induced staining reaction, horizontal kinetic mode Immunohistochemistry, and Chromogenic in situ Hybridization and Special Stains System.

The systems should be modular, flexible, with the ability to reconfigure modules, and scalable to allow for volume increases in throughput and to fit in limited bench space.

The systems should utilize self-contained, pre-diluted, Antibodies and Detection kits that are ready to use out of the box.

Individual slide heating and microcontrolled smart carousel with ambient, 37 and 42 deg. -> 100 deg C in under 3 min. and 100 deg ->37 deg C in under 7 minutes.

Use no more than 100 uL of reagent per slide.

Must have at least 30 slide spaces that can each run IHC, ISH, and FITC simultaneously.

Must be able to run all protocols during the same slide run.

Must be able to hold 35 reagents for dispensing.

Must have ability to use detection that is not polymer and does not use AB blocker

Must be able to run paraffin embedded slides (1 protocol), non-paraffin embedded slides (total of 2 protocols), slides using different type 1 cell conditioning (total of 3 protocols) and/or type 2 cell conditioning (total of 5 protocols) with and without enzyme digestion (total of 7 protocols) and enzyme digestion by itself (total of 8 protocols).

Must be able to incubate PABs for up to 2.5 hours

The self-contained dispenser vials should be environmentally safe. The systems should have a self-contained waste system.

The systems should utilize flash memory technology and barcodes on dispensers or other similar system to track reagents and for quality control and quality assurance.

The systems should use Liquid Coverslip, Air Vortex Mixing, and Buffer Jet Slide Washing to include strict protocol timing to assure run-to-run consistency to improve overall staining quality, minimize slide-to-slide variability, and reduce background staining.

The systems must improve overall productivity in the Histology Lab, reduce need for repeat testing thus reducing reagent waste. The system should not require monitoring during a run and should be 100% "walk-away" system.

#### Required Characteristics/Functionality and Performance Specifications for H&E Stainer:

One touch complete processing

Slide identification (without the use of patient identifiers)  
Drying through coverslipping  
Random-access slide processing  
STAT on demand  
Pre-packaged and ready to use reagents with continuous access  
Modular design  
Forward-stocking locations  
Remote system monitoring  
Xylene-free processing  
Discrete slide staining

Contractor shall provide an upgrade equivalent to the current Ventana XT Immunohistochemical Stainer.

General requirements:

The contractor is required to provide new state-of the art. Discontinued models are not acceptable. The contractor will provide all operational upgrades to the equipment hardware and operating system software that materially affects the performance of the equipment, without additional charge to the government. These enhancements to the contractor's equipment shall be delivered to the government site and installed by the contractor within 60 days of their issuance or date of first commercial availability. Instruments will come with either a warranty for repair within 48 hrs or service agreement included in the CPT.

Note: The C& A Requirements do not apply. A Security Accreditation Package is not necessary.

All models shall perform satisfactorily at any laboratory temperature between 59 and 86 degrees F (15 and 30 degrees Celsius). All models shall perform satisfactorily at any laboratory relative humidity between 10 and 70%. An electronic operator's manual must be furnished with each model supplied. Trade-in of existing equipment will be negotiated.

Site Preparation:

Specifications shall be furnished in writing by the contractor as part of the equipment proposal. These specifications shall be in such detail as to ensure that the equipment to be installed shall operate efficiently and conform to the manufacturer's claimed specifications. The government shall prepare the site at its own expense and in accordance with the specifications furnished by the contractor. Any alterations or modifications in site preparation which are attributable to incomplete or erroneous specifications provided by the contractor which would involve additional expense to the government, shall be made at the expense of the contractor.

Ownership of Equipment:

Equipment shall remain under the ownership of the contractor. All equipment accessories (hardware are software) furnished by the contractor shall accompany the equipment when returned to the contractor. The contractor, upon expiration of order(s) at termination and/or replacement of equipment, will remove the equipment. The contractor will disconnect the equipment (gas, water, air, etc.) and will be responsible for all packing and shipping required to remove the equipment within ten business days.

Trade in Program

After four (4) years from original install date of NAME BRAND OR EQUIVALENT, the VAMC may have the option to upgrade in September of each year. The trade in will be the following:

One (1) NAME BRAND OR EQUIVALENT Original for one (1) NAME BRAND OR EQUIVALENT

One (1) NAME BRAND OR EQUIVALENT for one (1) NAME BRAND OR EQUIVALENT

The VAMC agrees to sign a modification for the new instrument and pricing. Contractor will pick up the old instrument.

Standard and acceptance of performance

shall begin on the installation date. It shall end on the earlier date of when a certificate of acceptance has been signed or the equipment has met the standard of performance for a period of 30 consecutive calendar days by operating in conformation with the contractor's technical specification or as quoted in any contract at an

effectiveness level of 90% or more. In the event the equipment does not meet the standard of performance during the initial 30 consecutive calendar days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days. If the equipment fails to meet the standard of performance after 90 calendar days from the installation date, the user may, at his/her option, request a replacement or terminate the order upon mutual agreement and in accordance with the provisions of FAR 52.212-4(m) "Contract terms and conditions – Commercial Items, Termination for cause.

Operational use time for performance testing for a system is defined as the accumulated time during which the machine is in actual use. System failure downtime is that period of time when any machine in the system is inoperable due to equipment failure. Downtime for each incident shall start from the time the government makes a bona fide attempt to contact the contractor's designated representative at the prearranged contact point until the system or machine(s) is returned to the government in proper operating condition.

During the performance period for a system, a minimum of 100 hours of operational use time with productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum of 100 hours. The government shall maintain appropriate daily records to satisfy the requirements of this paragraph and shall notify the contractor in writing of the date of the first day of the successful performance period. Operations use time and downtime shall be measured in hours and whole minutes.

#### Government's Responsibility:

The user will perform daily routine maintenance and cleaning as required in the manufacturer's operation and maintenance instructions. The user shall maintain appropriate daily records to satisfy the requirements of this paragraph and shall notify the contractor in writing of the date of the first day of the successful performance period.

#### Training of Operating Personnel:

The contractor shall provide the services of a qualified technical person, at the time of equipment installation and at such time designated by Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) to on-site orientation and training to designated personnel in: (1) operation and care of equipment; 2 techniques and procedures recommended by manufacturer to achieve maximum dependable, efficient, and economical utilization of equipment. This training shall include actual demonstration and operation of the equipment including any adjustments or other actions which may be undertaken by operating personnel in the event of failure of equipment, provided that such adjustment or action will in no way jeopardize the Government's rights under contract guarantee clause. This training shall include at least (2) two-day on-site training sessions, all day, upon installation and acceptance of equipment and later, for refresher training. Tucson based training is included with the first time acquisition per site of the Benchmark XT, Benchmark ULTRA and Symphony. This training is for 1 week and includes airfare, accommodations and most meals. The Tucson training Must be scheduled within 120 days (4 months) from the date of installation or the slot may be forfeited.

#### Installation procedures:

The contractor shall be responsible for installation, which consists of in-house delivery, positioning, and mounting of all equipment listed on the delivery order and connections of all equipment and interconnecting wiring and cabling if applicable. Upon receipt of notice to proceed with installation, it shall be the contractor's responsibility to inform the Contracting Officer of any problems which may be anticipated in connection with installation or which will affect optimum performance once installation is completed. In the event that progress of the installation is interrupted through no fault of the contractor, the continuous installation referenced in the preceding paragraphs may be terminated until such time as the cause of delay has been eliminated, and then shall be resumed within 24 hours after the contractor has been notified that work may again proceed.

Upon completion of installation the equipment will be turned over to the hospital for use. Final acceptance of the equipment and installation will be based upon an inspection and test to be performed within ten (10) calendar days from date of installation. If equipment passes inspection or if acceptance inspection is not conducted within ten (10) calendar days from installation, the Government shall accept installation with guarantee date commencing ten calendar days after installation

#### Quality of Reagents, Supplies and Disposables:

The contractor will assure that all supplies provided/ordered for use on their equipment will be of the quality necessary to produce a quality slide product. The reagent quality must be high enough to satisfy proficiency testing standards of the College of American Pathologists (CAP) and the Joint Commission on Accreditation of Health Care Organizations (JCAHO). In the event that the supplies to include detection kits, stains, and/or consumables are found to be defective and unsuitable for use with the contractor's equipment or the contractor has failed to comply with the requirements herein, the contractor is required to deliver the supplies within 24 hours of receipt of the verbal order for priority delivery from the government activity. This will be done at no cost to the government, in sufficient quantity as required to allow operation of the contractor's equipment for one week (under normal government test load volume).

#### Returned goods:

The VA is responsible for inspecting all products shipped hereunder and give the contractor written notice of rejection within thirty (30) calendar days following receipt or installation by the contractor. After acceptance, no products purchased hereunder may be returned without the prior authorization of the contractor and in conformity with their return policy. All returns of non-defective products are subject to a restocking charge. No returns will be authorized after 120 days following shipment to VA.

**DELIVERY LOCATION:** The following facilities are participating with their estimate number of slides processed on the individual equipment:

<i>Facility</i>	<i>Instrument</i>	<i>Est.Qty. /Yr</i>
Gainesville, FL VAMC #1849 Special Stainer	IHC	12,000
	5,000	
	H&E	65,000

#### MAINTENANCE:

The contractor shall provide maintenance (labor and parts) to keep the equipment in good operating condition and subject to security regulations. The government shall provide the contractor access to the equipment to perform maintenance services. Preventive maintenance by contractor will provide regular, scheduled maintenance to assure the continued reliable operation of the equipment. These preventive maintenance visits shall be of a frequency that conforms to the manufacturer's operation and maintenance instructions for the supported equipment. Emergency repairs shall be performed after notification that the equipment is inoperative. The contractor shall provide the government with a designated point of contact and shall make arrangements to enable his maintenance representative to receive such notification.

The contractor will make its best efforts to perform emergency repair service within 48 hours of the time of notification of the malfunction except when an ordering facility elects reduced service at contract agreed reduction. The contractor will provide all parts and labor needed to repair the malfunction. Travel, per diem and other expenses associated with the repair will be borne by the contractor.

The contractor shall furnish a malfunction incident report to the installation upon completion of each maintenance call. The report shall include, as a minimum, the following: (a) date and time of notification, (b) date and time of arrival, (c) serial number type and model number(s) of equipment, (d) time spent for repair, (e) description of malfunction and (f) proof of repair. Parts (e) and (f) shall be written verification of quality control for a sample run.

#### TRAINING AND TECHNICAL SERVICE:

The contractor, without additional charge to the government, shall provide training at a government location for two operating personnel at the time of installation of the contractor's equipment. Additionally, the contractor, at his/her discretion, may make training available at his/her facility on terms and conditions mutually agreed upon by the agency and the contractor. In addition, the contractor shall provide supplemental operating training to the

government personnel, without additional charge to the government, upon installation of the upgrade in equipment hardware or operating system software connected with the operation of an instrument already furnished.

20. **PERFORMANCE, DELIVERY, INSPECTION AND ACCEPTANCE:** The VA shall require the contractor to deliver the equipment ordered under this contract not later than SIXTY (60) calendar days after receipt of notice of award. The VA reserves the right to thoroughly inspect and investigate the contractor and manufacturer business reputations and other qualifications, and to reject any bid, irrespective of price, that shall be administratively determined lacking in any of the essentials necessary to assure acceptable standards of performance. Acceptance will normally be consummated upon delivery and, when applicable, installation and completion of personnel training. The VA reserves the right to request a ninety (90) day test and evaluation of one or both pieces of equipment prior to placing a delivery order under the contract. If the test and evaluation is not successful as determined by the CO and COTR for that VA, those individual VA's will not be required to continue with placing a delivery order under this contract, and no default or penalty will accrue.

21. **SERVICE:** Contractor will make its best efforts to provided Maintenance and other service under guarantee within 48 hours of notice from the Contracting Officer or COTR. Emergency service by a qualified engineer must be provided within 8 working hours of notification. Telephone response does not satisfy this requirement. During the guarantee period, if service needed at other than normal working hours (8:00 am - 5:00 p.m., excluding weekends and holidays), the Government will be charged at an hourly rate which is the prevailing time and materials rate. Otherwise, all services will be performed at no charge to the Government during this period.

22. **AVAILABILITY OF SERVICE:** The contractor guarantees availability of servicing and replacement parts for a period of five (5) years, which is the term of this contract.

23. **CONTRACTOR TESTING AND INSPECTION:** The Contractor is responsible for performing all inspections and tests necessary to substantiate that the equipment, supplies and services furnished under the contract conform to contract requirements. The VA has the right to test all services ordered under the contract at all times and places throughout the term of the contract. Government testing and inspection will not unduly delay any Contractor work being performed nor will it create a defect in services covered by this contract.

24. **REGULATORY REQUIREMENTS:** If the product(s) included in this solicitation are considered medical devices by the US Food and Drug Administration, the manufacturer shall be in compliance with the Food, Drug and Cosmetic Act, as amended, and regulations promulgated thereunder.

25. **TECHNICAL INDUSTRY STANDARDS:** The contractor certifies that all applicable equipment offered under this contract shall conform to all common industry standards.

26. **MANUFACTURED PRODUCTS:** Materials furnished shall be of the current productions of manufacturers regularly engaged in manufacture of such items. Approval by Contracting Officer is required of deviation from products and manufacturers as shown in the schedule of items. Shelf-life of all consumables shall be at least ONE YEAR from shipping date unless FDA requires different expiration date.

27. **REFERENCE SPECIFICATIONS AND PUBLICATIONS:** Where an item is required to conform to certain requirements, conformance shall be evidenced by seal, label, stamp, or approval listing from such agency, or by a certified test report from an independent testing laboratory acceptable to the Government, that the item has been tested and conforms to requirements of referenced agency.

28. **RECALLS:** If at any time during the term of the contract, the FDA or the Contractor, or subcontractor initiates an item recall or FDA withdraws its approval to manufacture an item, the contractor will issue a notice to indicate the complete item description and identification of the recall with necessary instructions for return for credit or replacement.

29. **CONTRACT ADMINISTRATION DATA:** The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect price, quantity, or quality of performance of this contract.

In the event the contractor effects any such change at the direction of any person other than the contracting officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in costs incurred as a result thereof.

30. VAAR 852.210-71, GUARANTEE (NOV 1984): The contractor guarantees the equipment against defective material, workmanship and performance to conform to manufacturers guarantee period for ONE YEAR said guarantee to run from date of acceptance of the equipment. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material, which are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

The one-year guarantee after acceptance will include all parts, labor, and adjustments necessary for operation of the equipment at a level meeting all requirements of the salient characteristics/specifications.

31. VAAR 852.210-70, SERVICE DATA MANUAL (NOV 1984): The contractor agrees to furnish two copies of a manual, handbook or brochure containing operating, installation, and maintenance instructions (including pictures or illustrations, schematics, and complete repair/test guides as necessary). Where applicable, it will include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part number, name, and quantity required. The cost of each Service manual supplied will be \$4500.00 each.

32. FAR 52.214-21 DESCRIPTIVE LITERATURE (APR 1984): (a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of a bid. Descriptive literature is required to establish for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) Descriptive literature, required elsewhere in this solicitation, must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of bids. Failure to submit descriptive literature on time will require rejection of the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(c) The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation will require rejection of the proposal.

33. PAYMENTS: The Contractor will provide each VAMC with a monthly statement of services performed. The Contractor will be paid monthly, in arrears, upon receipt of a proper invoice for the services furnished in the previous months. Inclusion on your invoice should be your Company's name, tax ID number, , funding obligation number (purchase order number), description of services, period of services, amount, and remit to address. Invoices shall be submitted to Chief Fiscal Service (04), VA Medical Center (see attached list of VA Medical Center addresses. Payment will be made upon written certification from the COTR that the services have been performed. Some VA Medical Centers may elect to process payment via the Government IMPAC purchase card. Arrangements will be made individually by each VA with the Contractor to accept Visa payments through Citibank Bank Card Services.

34. AREA OF RESPONSIBILITY:

Malcom Randall VAMC/NF/SGVHS  
1601 SW Archer Road

Gainesville, FL 32608  
Loc: D341-1  
COR: Susan A. Alvarez  
(352) 376-1611 x6607  
email: [susan.alvarez@va.gov](mailto:susan.alvarez@va.gov)

35. RESPONSIBILITY OF THE CONTRACTOR: The Contractor must obtain authorization from the Contracting Officer for any services required outside the scope of work provided herein.

Addendum A.

#### REQUEST FOR REAGENT PRICING:

a. Special Stainer:

Annual Volume	5-9,999	10-14,999	15-19,999	20,000+
Simple Stains (Cost/slide)	\$_____	\$_____	\$_____	\$_____
3-5,999      6-9,999      10,000+				
Complex Stains (Cost/slide)	\$_____	\$_____	\$_____	

ImmunoHisto Chemical:

Annual Volume	10-11,999	12-14,999	15-17,999	18,000+
System (Cost/slide)	\$_____	\$_____	\$_____	\$_____
Module (additional): (cost/slide with detection kit)	\$_____	\$_____	\$_____	\$_____
(cost/slide without detection kit)	\$_____	\$_____	\$_____	\$_____

c. Isitu Hybridization ISH (CISH/FISH)

Annual Volume	600-999	1,000- 1,599	1,600-1,999	2,000 +
module (additional) (cost/slide with probe detection kit)	\$ _____	\$ _____	\$ _____	\$ _____

Diastase, Alcian Blue, and Lt. Green for PAS are \$\_\_\_\_\_/kit.

IHC Prep Kits (2 syringes, 1 dispenser, 3 filters and 1 barcode \$\_\_\_\_\_/kit.

Temperature Verification Kit for *in situ*/probes are \$\_\_\_\_\_/kit.

ISH Prep Kit (when available) are \$\_\_\_\_\_/kit.

H&E Staining:

Annual Volume	15-19,000	20,000-29,999	30,000+
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System  
(Cost/slide)

\$\_\_\_\_\_ \$\_\_\_\_\_ \$\_\_\_\_\_

If the total amount of annual volume purchased by the VA during the first annual term of the contract is less than the total annual volume committed, the contractor has the option to adjust prices to reflect actual purchased product. If the committed annual volumes are exceeded, then the VA is eligible to the additional price discount for the next annual term.